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COUNSEL FOR THE DEBTORS

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

Stanley Trojaniak

Maria Trojaniak,

DEBTORS.

Chapter 13

Case No. 16-26168

Hon. Vincent F. Papalia

Oral Argument Not Requested

**CERTIFICATION OF ATTORNEY IN SUPPORT FOR AN ORDER AUTHORIZING
THE DEBTORS TO ENTER INTO A LOAN MODIFICATION AGREEMENT**

I, Christopher J. Balala, of full age, hereby certify the following information:

1. I am the attorney for the Debtors, Stanley & Maria Trojaniak (the “Debtors”), and as such, I am fully familiar with all facts stated herein. I submit this certification in support of the Debtors’ Motion for an Order authorizing the proposed loan modification agreement concerning the mortgage loan encumbering their residence located at 51 Hadley Avenue, Clifton, New Jersey 07011 (the “Property”).
2. The Debtors filed a voluntary petition on August 23, 2016 (the “Petition Date”) pursuant to Title 11 Chapter 13 of the United States Bankruptcy Code.
3. Prior to the Petition Date, Seterus (“Seterus”) held the first mortgage encumbering the Property.
4. As of the Petition Date the Property had an approximate value of \$430,000.00.

5. The Debtors are seeking to cure the arrears owed to Seterus and lower the monthly mortgage payments on the Mortgage through a loan modification.
6. Seterus has proposed a loan modification agreement which will adjust the principal balance of the mortgage to \$226,342.43 (the "Loan Modification Agreement"). The Loan Modification Agreement will modify the monthly principal and interest payment to \$1,110.22 with an interest rate of 5.125% for the remaining term of the loan. The loan may adjust annually to account for escrow, and will include a monthly escrow amount of \$1,018.67 in the beginning. As a result, the total modified monthly payment will be \$2,128.89. The Loan Modification Agreement modifies the length of the loan agreement with a maturity date of June 1, 2057. A true copy of the Loan Modification Agreement is attached hereto as **Exhibit "A"**.
7. Accordingly, the Debtors request that the Court authorize the Loan Modification Agreement with Seterus.

I hereby certify that the foregoing statements made by me are true and that if any of these statements are willfully false that I am subject to punishment.

Respectfully submitted,

SCURA, WIGFIELD, HEYER,
STEVENS & CAMMAROTA, LLP
Attorneys for Stanley & Maria Trojaniak

Dated: August 11, 2017

By: /s/ Christopher J. Balala
Christopher J. Balala, Esq.